



# AMERICAN ASTRONOMICAL SOCIETY

## American Astronomical Society

### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of being permitted to participate in the activities sponsored by the American Astronomical Society (“AAS”) described on the signature page of this waiver (the “Activities”), the undersigned participant (“Participant”), having actual knowledge and conscious appreciation of the particular dangers involved in participation in the Activities, voluntarily agrees and assumes all risks arising from participation in the Activities or use of any facilities made available in connection with the Activities.

Participant, for Participant and Participant’s heirs, personal representatives, and assigns, releases, waives, discharges, and covenants not to sue AAS, any director, officer, employee, contractor, volunteer or agent of AAS and with any successor or assign of any of them, the “Released Parties”) for liability or responsibility for any and all claims, loss, damages, injuries, liability, costs or demands (“Losses”) relating to injury, death, or damages to Participant or Participant’s property which may result from or arise in the course of participation in the Activity, including Losses resulting from the negligence of any Released Party.

**Assumption of Risks:** The Activity could involve hazards and risks including but not limited to:

- Risks related to transportation to and from the activity
- Risks related to any events near or on the water, such as drowning, injury from marine and aquatic organisms, or man-made objects in the water
- Risks arising from unaccustomed physical activity
- Risks arising from being in the a new and different environment
- Risks related to the weather, sun exposure and other forces of nature

Travel and participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks can range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in participation. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** Participant further agrees to indemnify and hold harmless and forever release and discharge the Released Parties from any and all Losses which Participant or Participant’s heirs, representatives, executors and administrators, or other persons acting on Participant’s behalf, have or may have against any Released Party by reason of any accident, illness, injury or death, arising or resulting directly or indirectly from events and activities undertaken by Participant or any family member who participates in the Activity.

In the event of any emergency in which Participant is unconscious or unable to clearly specify Participant’s wishes and desires, Participant specifically authorizes AAS, or their representatives to take whatever measures they deem necessary to protect Participant’s life and safeguard Participant’s possessions, including but not limited to administering emergency medical treatment, contacting an



# AMERICAN ASTRONOMICAL SOCIETY

ambulance or EMS service, or transporting Participant to a medical facility for treatment. By giving this authorization, Participant explicitly and knowingly agrees not to hold any Released Party responsible or liable for any Loss arising from or related to such medical treatment or response, or from or related to the absence of such medical treatment or response. Participant acknowledges that the Released Parties do not have or provide medical insurance coverage for such injury or loss, Participant remains solely responsible for any and all costs and expenses incurred by any Released Party when addressing any such emergency, and Participant will reimburse those parties for all costs and expenses incurred.

I expressly agree that this release, waiver and indemnity is intended to be as broad and inclusive as permitted by United States law.

**Acknowledgment of Understanding:** I further certify:

- If Participant is of lawful age, that I fully understand and acknowledge I am solely relying wholly on my own judgment, belief and knowledge of the circumstances involved in participation in the Activity, have carefully read this document, understand its contents, and voluntarily sign it of my own free will and choice.
- If Participant is a child or other person who requires consent of a parent or guardian, I am a parent or guardian of Participant and I am authorized to provide and hereby do provide consent for Participant's participation in the Activity. I have signed this Waiver on Participant's behalf and agree that Participant is bound by the terms, conditions, and representations stated in this Waiver on my authority as Participant's parent or guardian..

Date: October 27, 2018

Activity: DPS Field Trip Blue Spring Cave

Printed Name of Participant: \_\_\_\_\_

Printed Name of Parent/Guardian (if applicable): \_\_\_\_\_

Signature of Participant or Parent/Guardian: \_\_\_\_\_